

EXHIBIT A

THOMAS M. ZISA, ESQ.
Attorney ID # 038501983
11 Atlantic Street
Hackensack, New Jersey 07601
(201) 587-1957 phone
(201) 587-1954 facsimile
Attorney for Plaintiff
tzisaesq@aol.com

DAWN DOHERTY F/K/A
DAWN FURLONG

Plaintiff

v.

WELLS FARGO HOME MORTGAGE,
and/or WELLS FARGO BANK, WELLS
FARGO FINANCIAL SERVICES
COMPANY, WELLS FARGO AND
COMPANY and/or “JOHN DOE” or
“JANE DOE” (their names being fictitious
and unknown to Plaintiff) and/or
“XYZ CORP” (its name being fictitious
and unknown to Plaintiff)

Defendants

SUPERIOR COURT NEW JERSEY
LAW DIVISION

COUNTY OF BERGEN

DOCKET NO.:

CIVIL ACTION

COMPLAINT

Plaintiff, **DAWN DOHERTY F/K/A DAWN FURLONG**, residing at 27 Woods Ave., in the Borough of Bergenfield, County of Bergen, and State of New Jersey, by way of Complaint of against the Defendants, say:

FIRST COUNT

1. On or about the 2011, the plaintiff was the owner of the real property commonly known as 42 South Demarest Ave., Bergenfield, NJ. At that time the plaintiff was married and her married name was **DAWN FURLONG**.

2. At all times relevant the plaintiff had a 1st mortgage with Wells Fargo Home Mortgage under account number 02001-28221 and at the same time had a 2nd mortgage loan with Wells Fargo under account number is 5421-74175-0001.

3. On or about that same time the plaintiff was in the process of obtaining a divorce from her husband. The plaintiff knowing that she would be unable to make the monthly payments on the loans on her own after the divorce submitted an application for loan modification to the defendants **WELLS FARGO HOME MORTGAGE, and/or WELLS FARGO BANK, WELLS FARGO FINANCIAL SERVICES COMPANY, WELLS FARGO AND COMPANY and/or “JOHN DOE” or “JANE DOE” (their names being fictitious and unknown to Plaintiff) and/or “XYZ CORP” (its name being fictitious and unknown to Plaintiff) Hereinafter referred to as “defendants” collectively.** At the time the plaintiff made application for the loan modification to the defendants the payments on both loans were current.

4. Subsequently the plaintiff’s request for a loan modification was denied by the defendants.

5. The plaintiff has since come to learn that her application for a loan modification was wrongfully denied and that her application for modification of her mortgage(s) and/or entry into a modification trial payment plan by the defendants should have been granted.

6. As a result, of the defendant’s denial of the plaintiff’s application for loan modification; the plaintiff was unable to make payments on the outstanding loans and eventually lost the house to the defendants in foreclosure.

7. As a result, the plaintiff suffered substantial financial losses, was deprived of the use and enjoyment of her home, was negatively impacted and lost substantial amounts of equity in her home that she would have otherwise benefited from.

WHEREFORE, the Plaintiff, **DAWN DOHERTY**, demands judgment against the Defendants for damages, costs of suit, interest and reasonable attorneys' fees.

SECOND COUNT

1. Plaintiff, **DAWN DOHERTY**, hereby repeats, reiterates and realleges the allegations contained in the previous counts of this Complaint as though fully set forth herein at length.

2. The defendants wrongfully foreclosed and took back title to the plaintiffs property as a result of the their having improperly, incorrectly and/or wrongfully denied the plaintiff's application for modification of her mortgage(s) and/or entry into a modification trial payment;

3. As a result, the plaintiff suffered substantial financial losses, was deprived of the use and enjoyment of her home, was negatively impacted and lost substantial amounts of equity in her home that she would have otherwise benefited from.

WHEREFORE, the Plaintiff, **DAWN DOHERTY**, demands judgment against the Defendants for damages, costs of suit, interest and reasonable attorneys' fees.

THIRD COUNT

1. Plaintiff, **DAWN DOHERTY**, hereby repeats, reiterates and realleges the allegations contained in the previous counts of this Complaint as though fully set forth herein at length.

2. By wrongfully, denying the plaintiff's request for modification of her mortgage(s) and/or entry into a modification trial payment plan violated the provisions, rules and regulations of the U.S. Department of Treasury's Home Affordable Modification Program (HAMP) and/or Consumer Financial Protection Act and/or the Consumer Financial Protection Bureau; and/or the provisions, rules and regulations of the New Jersey Department of Banking and Insurance; and/or the provisions, rules and regulations of the New Jersey Division of Consumer Affairs; and/or the provisions, rules and regulations of the New Jersey Consumer Fraud Act; and/or the provisions, is and regulations of the New Jersey Homeowners Security Act; and/or other rules, regulations and laws both federal and state governing lending institutions.

3. As a result, the plaintiff suffered substantial financial losses, was deprived of the use and enjoyment of her home, was negatively impacted and lost substantial amounts of equity in her home that she would have otherwise benefited from.

WHEREFORE, the Plaintiff, **DAWN DOHERTY**, demands judgment against the Defendants for damages, costs of suit, interest and reasonable attorneys' fees and seeks the imposition of all available remedies under the applicable legislative acts, rules and regulations set forth above.

FOURTH COUNT

1. Plaintiff, **DAWN DOHERTY**, hereby repeats, reiterates and realleges the allegations contained in the previous counts of this Complaint as though fully set forth herein at length.

2. By wrongfully or incorrectly denying the plaintiff's application for modification of her mortgage(s) and/or entry into a modification trial payment; the

Defendant's breached their obligation to assist borrowers avoid foreclosure on their loans.

3. As a result, the plaintiff suffered substantial financial losses, was deprived of the use and enjoyment of her home, was negatively impacted and lost substantial amounts of equity in her home that she would have otherwise benefited from.

WHEREFORE, the Plaintiff, **DAWN DOHERTY**, demands judgment against the Defendants for damages, costs of suit, interest and reasonable attorneys' fees.

FIFTH COUNT

1. Plaintiff, **DAWN DOHERTY**, hereby repeats, reiterates and realleges the allegations contained in the previous counts of this Complaint as though fully set forth herein at length.

2. At all times relevant the defendants breached their agreement with the Plaintiff to honestly, correctly and in good faith in review the plaintiff's application for modification of her mortgage(s) and/or entry into a modification trial payment.

3. As a result, the plaintiff suffered substantial financial losses, was deprived of the use and enjoyment of her home, was negatively impacted and lost substantial amounts of equity in her home that she would have otherwise benefited from.

WHEREFORE, the Plaintiff, **DAWN DOHERTY**, demand Of shippedds judgment against the Defendants for damages, costs of suit, interest and reasonable attorneys' fees.

SIXTH COUNT

1. Plaintiff, **DAWN DOHERTY**, hereby repeats, reiterates and realleges the allegations contained in the previous counts of this Complaint as though fully set forth herein at length

2. By denying the plaintiff's application for modification of her mortgage(s) and/or entry into a modification trial payment; failed to provide the plaintiff with loss mitigation options or alternatives as required.

3. As a result, the plaintiff suffered substantial financial losses, was deprived of the use and enjoyment of her home, was negatively impacted and lost substantial amounts of equity in her home that she would have otherwise benefited from.

WHEREFORE, the Plaintiff, **DAWN DOHERTY**, demands judgment against the Defendants for damages, costs of suit, interest and reasonable attorneys' fees.

SEVENTH COUNT

1. Plaintiff, **DAWN DOHERTY**, hereby repeats, reiterates and realleges each and every allegation contained in the previous counts of this Complaint as though fully set forth herein at length.

2. The defendants by negligence, gross negligence and/or fraud wrongfully denied the plaintiffs application for loan modification and/or entry into a modification trial payment.

3. As a result, the plaintiff suffered substantial financial losses, was deprived of the use and enjoyment of her home, was negatively impacted and lost substantial amounts of equity in her home that she would have otherwise benefited from.

WHEREFORE, the Plaintiff, **DAWN DOHERTY**, demands judgment
against the Defendants for damages, costs of suit, interest and reasonable attorneys' fees.



Thomas M. Zisa
Attorney for Plaintiff

Dated: December 15, 2023

DESIGNATION OF TRIAL COUNSEL

Pursuant to R:4:25-4, Thomas M. Zisa, Esq., is hereby designated as trial counsel
on behalf of the Plaintiff, **DAWN DOHERTY**.



Thomas M. Zisa
Attorney for Plaintiff

Dated: December 15, 2023

CERTIFICATION PURSUANT TO R:4:51



I certify that the above matter and controversy is not the subject of any other
action pending in any Court or of a pending arbitration proceeding and I have no
knowledge that any other action or arbitration proceeding is contemplated. To the best of
my knowledge, no other party should be joined in this action.

I certify that the foregoing statements made by me are true. I am aware that if any
of the foregoing statements made by me are willfully false, I am subject to punishment.



Thomas M. Zisa
Attorney for Plaintiff

Dated: December 15, 2023

 <p>New Jersey Courts www.njcourts.com</p> <p>Independence • Integrity Fairness • Quality Service</p>	<p>New Jersey Judiciary Civil Practice Division</p> <p>Civil Case Information Statement (CIS)</p> <p>Use for initial Law Division Civil Part pleadings (not motions) under Rule 4:5-1. Pleading will be rejected for filing, under Rule 1:5-6(c), if information above the black bar is not completed or attorney's signature is not affixed.</p>		<p>For Use By Clerk's Office Only</p>
			Payment Type: <input type="checkbox"/> ck <input type="checkbox"/> cg <input type="checkbox"/> ca
			Chg/Ck No.:
			Amount:
			Overpayment:
		Batch Number:	
Attorney/Pro Se Name Thomas M. Zisa Esq	Telephone No. (201) 587-1957	County of Venue BERGEN	
Firm Name (if applicable)		Docket No. (when available)	
Office Address 11 Atlantic Street Hackensack, NJ 07604		Document Type Complaint	
		Jury Demand <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Name of Party (e.g., John Doe, Plaintiff) DAWN DOHERTY, PLAINTIFF		Caption DOHERTY, DAWN VS WELLS FARGO ET AL	
Case Type No. (See reverse side for listing) 599	Are sexual abuse claims alleged? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is this a professional malpractice case? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If you have checked "Yes," see N.J.S.A. 2a:53a-27 and applicable case law regarding your obligation to file an affidavit of merit.	
Does this case involve claims related to COVID-19? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Related Cases Pending? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, list docket numbers		
Do you anticipate adding any parties (arising out of same transaction or occurrence)? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name of defendant's primary insurance company (if known) <div style="text-align: right;"><input checked="" type="checkbox"/> None <input type="checkbox"/> Unknown</div>		
<p>The Information Provided on This Form Cannot be Introduced into Evidence.</p>			
Case Characteristics for Purposes of Determining if Case is Appropriate for Mediation			
Do parties have a current, past or recurrent relationship? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Is That Relationship <input type="checkbox"/> Employer-Employee <input type="checkbox"/> Friend/Neighbor <input type="checkbox"/> Business <input type="checkbox"/> Familial <input checked="" type="checkbox"/> Other (explain) MORTGAGE LENDER		
Does the statute governing this case provide for payment of fees by the losing party? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
Use this space to alert the court to any special case characteristics that may warrant individual management or accelerated disposition			
	Do you or your client need any disability accommodations <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		if yes, please identify the requested accommodation:
	Will an interpreter be needed? <input type="checkbox"/> Yes <input type="checkbox"/> No		if yes, for what language?
<p>I certify that confidential personal identifiers have been redacted from documents now submitted to the court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b).</p>			
ATTORNEY/SELF-REPRESENTED LITIGANT SIGNATURE <i>Thomas M. Zisa, Esq.</i>			

CIVIL CASE INFORMATION STATEMENT (CIS)

Use for initial pleadings (not motions) under *Rule* 4:5-1

CASE TYPES (Choose one and enter number of case type in appropriate space on the reverse side.)

Track I — 150 days' discovery

- 151 NAME CHANGE
- 175 FORFEITURE
- 302 TENANCY
- 399 REAL PROPERTY (other than Tenancy, Contract, Condemnation, Complex Commercial or Construction)
- 502 BOOK ACCOUNT (debt collection matters only)
- 505 OTHER INSURANCE CLAIM (INCLUDING DECLARATORY JUDGMENT ACTIONS)
- 506 PIP COVERAGE
- 510 UM or UIM CLAIM (coverage issues only)
- 511 ACTION ON NEGOTIABLE INSTRUMENT
- 512 LEMON LAW
- 801 SUMMARY ACTION
- 802 OPEN PUBLIC RECORDS ACT (SUMMARY ACTION)
- 999 OTHER (briefly describe nature of action) _____

Track II — 300 days' discovery

- 305 CONSTRUCTION
- 509 EMPLOYMENT (other than Conscientious Employees Protection Act (CEPA) or Law Against Discrimination LAD))
- 599 CONTRACT/COMMERCIAL TRANSACTION
- 603N AUTO NEGLIGENCE - PERSONAL INJURY (non-verbal threshold)
- 603Y AUTO NEGLIGENCE - PERSONAL INJURY (verbal threshold)
- 605 PERSONAL INJURY
- 610 AUTO NEGLIGENCE - PROPERTY DAMAGE
- 621 UM or UIM Claim (includes bodily injury)
- 699 TORT – OTHER

Track III — 450 days' discovery

- 005 CIVIL RIGHTS
- 301 CONDEMNATION
- 602 ASSAULT AND BATTERY
- 604 MEDICAL MALPRACTICE
- 606 PRODUCT LIABILITY
- 607 PROFESSIONAL MALPRACTICE
- 608 TOXIC TORT
- 609 DEFAMATION
- 616 WHISTLEBLOWER/CONSCIENTIOUS EMPLOYEE PROTECTION ACT (CEPA) CASES
- 617 INVERSE CONDEMNATION
- 618 LAW AGAINST DISCRIMINATION (LAD) CASES

Track IV — Active Case Management by Individual Judge/450 days' discovery

- 156 ENVIRONMENTAL/ENVIRONMENTAL COVERAGE LITIGATION
- 303 MT. LAUREL
- 508 COMPLEX COMMERCIAL
- 513 COMPLEX CONSTRUCTION
- 514 INSURANCE FRAUD
- 620 FALSE CLAIMS ACT
- 701 ACTIONS IN LIEU OF PREROGATIVE WRITS

Multicounty Litigation (Track IV)

- | | | | |
|-----|---|-----|-----------------------|
| 271 | ACCUTANE/ISOTRETINOIN | 635 | TASIGNA |
| 281 | BRISTOL-MYERS SQUIBB ENVIRONMENTAL | 636 | STRATTICE HERNIA MESH |
| 282 | FOSAMAX | 637 | SINGULAIR |
| 285 | STRYKER TRIDENT HIP IMPLANTS | 638 | ELMIRON |
| 291 | PELVIC MESH/GYNECARE | | |
| 292 | PELVIC MESH/BARD | | |
| 293 | DEPUY ASR HIP IMPLANT LITIGATION | | |
| 296 | STRYKER REJUVENATE/ABG II MODULAR HIP STEM COMPONENTS | | |
| 299 | OLMESARTAN MEDOXOMIL MEDICATIONS/BENICAR | | |
| 300 | TALC-BASED BODY POWDERS | | |
| 601 | ASBESTOS | | |
| 624 | STRYKER LFIT CoCr V40 FEMORAL HEADS | | |
| 625 | FIREFIGHTER HEARING LOSS LITIGATION | | |
| 626 | ABILIFY | | |
| 627 | PHYSIOMESH FLEXIBLE COMPOSITE MESH | | |
| 628 | TAXOTERE/DOCETAXEL | | |
| 629 | ZOSTAVAX | | |
| 630 | PROCEED MESH/PATCH | | |
| 631 | PROTON-PUMP INHIBITORS | | |
| 632 | HEALTHPLUS SURGERY CENTER | | |
| 633 | PROLENE HERNIA SYSTEM MESH | | |
| 634 | ALLERGAN BIOCELL TEXTURED BREAST IMPLANTS | | |

If you believe this case requires a track other than that provided above, please indicate the reason on page 1, in the space under "Case Characteristics."

Please check off each applicable category

☐ Putative Class Action

☐ Title 59

☐ Consumer Fraud

Addendum

1. X

Civil Case Information Statement

Case Details: BERGEN | Civil Part Docket# L-006823-23

Case Caption: ZISA THOMAS VS WELLS FARGO HOME
MOR TGAGE

Case Initiation Date: 12/20/2023

Attorney Name: THOMAS M ZISA

Firm Name: THOMAS M. ZISA

Address: 11 ATLANTIC ST

HACKENSACK NJ 07601

Phone: 2015871957

Name of Party: PETITIONER : Zisa, Thomas, M

Name of Defendant's Primary Insurance Company
(if known): None

Case Type: CONTRACT/COMMERCIAL TRANSACTION

Document Type: Complaint

Jury Demand: NONE

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

**Do you anticipate adding any parties (arising out of same
transaction or occurrence)?** NO

Does this case involve claims related to COVID-19? NO

Are sexual abuse claims alleged by: Thomas M Zisa? NO

Are sexual abuse claims alleged by: Dawn Doherty? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE

CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? NO

If yes, is that relationship:

Does the statute governing this case provide for payment of fees by the losing party? NO

**Use this space to alert the court to any special case characteristics that may warrant individual
management or accelerated disposition:**

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

Please check off each applicable category: Putative Class Action? NO **Title 59?** NO **Consumer Fraud?** NO
Medical Debt Claim? NO

I certify that confidential personal identifiers have been redacted from documents now submitted to the
court, and will be redacted from all documents submitted in the future in accordance with *Rule* 1:38-7(b)

12/20/2023
Dated

/s/ THOMAS M ZISA
Signed

EXHIBIT B



John S. Hogan
Bergen County Clerk

Bergen County Clerk
One Bergen County Plaza
Hackensack, NJ 07601
(201) 336-7000
www.bergencountyclerk.org/



INSTRUMENT # 16-101465

V 02482 2326

RECORDED DATE: 12/28/2016 08:52:02 AM

Document Type: Deed - Exempt

Transaction #: 7388001

Document Page Count: 7

Operator Id: CLERK

RETURN TO:

FORTUNE TITLE AGENCY INC
39 WOODLAND ROAD
ROSELAND NJ 07068

SUBMITTED BY:

PRIMARY NAME

FEDERAL HOME LOAN MORTGAGE CORPORATION

SECONDARY NAME

OU WANG

ASSOCIATED DOCUMENT(S):

MUNICIPALITY: BERGENFIELD

CONSIDERATION AMT: \$0.00

LOT: 25

BLOCK: 107.01

FEES / TAXES:

Recording: \$103.00

Total: \$103.00

INSTRUMENT #: 16-101465

Recorded Date: 12/28/2016 08:52:02 AM

I hereby CERTIFY that this document is recorded
in the Clerk's Office in Bergen County, New
Jersey.



John S. Hogan
Bergen County Clerk

OFFICIAL RECORDING COVER PAGE

Page 1 of 8

PLEASE DO NOT DETACH

THIS PAGE IS NOW PART OF THIS LEGAL DOCUMENT

NOTE: If document data differs from cover sheet, document data always supersedes.

*COVER PAGE DOES NOT INCLUDE ALL DATA, PLEASE SEE INDEX AND DOCUMENT FOR ANY ADDITIONAL INFORMATION.

78
#103
28

16-101465 Deed - Exempt
V Bk: 02482 Pg: 2326-2333 Rec. Fee \$103.00
John S. Hogan, Bergen County Clerk
Recorded 12/28/2016 08:52:02 AM

PREPARED BY:

ERIC S. KAPNICK, ESQ.
Fein, Such, Kahn & Shepard, P.C.

DEED

This Deed is made on 12/7, 2016, and delivered on _____

BETWEEN

FEDERAL HOME LOAN MORTGAGE CORPORATION, a corporation established by an enactment of the United States Congress, By Its Attorney-In-Fact, Fein, Such, Kahn & Shepard P.C., whose address is 5000 Plano Parkway, Carrollton, Texas 75010, referred to as the Grantor,

AND

OU WANG, whose post office address is 3543 12th Avenue, Brooklyn, New York 11218, referred to as the Grantee.

The words "Grantor and "Grantee" shall mean all Grantors and all Grantees listed above.

Transfer of Ownership. The Grantor grants and conveys (transfers ownership of) the property described below to the Grantee. This transfer is made for the sum of **ONE HUNDRED TWENTY-NINE THOUSAND, NINE HUNDRED AND 00/100 (\$129,900.00) DOLLARS**. The Grantor acknowledges receipt of this money.

Tax Map Reference. (N.J.S.A.46:26A) Municipality of Bergenfield, County of Bergen, State of New Jersey, BLOCK NO: 107.01, LOT NO: 25

____ No property tax identification number is available on the date of this deed. (check if applicable)

Property. The property consists of the land and all the buildings and structures on the land in the Borough of Bergenfield, County of Bergen, and State of New Jersey. The legal description is:

BEING MORE PARTICULARLY DESCRIBED ON SCHEDULE "A" ATTACHED HERETO AND MADE A PART HEREOF.

FIDELITY NATIONAL TITLE INSURANCE COMPANY
TITLE INSURANCE COMMITMENT

SCHEDULE A Con't
File Number: 294456FT1-1
EXHIBIT A
LEGAL DESCRIPTION

All that certain Lot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the *Lot(s) 25, Block 107.01, Borough of Bergenfield, Bergen County*

Known and designated as Lots 277 and 278 on a certain map entitled "Map of Bergenfield Park, Borough of Bergen Fields, Bergen County, N.J." filed in the Bergen County Clerk's Office on March 4, 1903 as Filed Map No. 835. 1

Said premises are more particularly described in accordance with a survey dated November 30, 2005, prepared by Troast Surveying Assoc., Inc., as follows:

1 Beginning at a point in the northwesterly sideline of South Demarest Avenue, said point being distant 275.00 feet northeasterly from the intersection of the said northwesterly sideline of Demarest Avenue with the northerly Sideline of Bedford Avenue, and running thence

1) North 85 degrees 07 minutes 30 seconds West, 99.81 feet to a point; thence

2) North 13 degrees 20 minutes 30 seconds East, 50.00 feet to a point; thence

3) South 85 degrees 07 minutes 30 seconds East, 99.81 feet to a point in the said northwesterly sideline of Demarest Avenue; thence

4) South 13 degrees 20 minutes 30 seconds West, along the same, 50.00 feet to the point and place of Beginning.

NOTE: 42 South Demarest Avenue, Lot(s) 25, Block 107.01, Borough of Bergenfield, Bergen County, State of NJ

NOTE: Lot and Block shown for informational purposes only.

SCHEDULE "A"

Being known and designated as LOT 25, BLOCK 107.01, in the Borough of Bergenfield, County of Bergen and State of New Jersey.

Commonly known as: 42 S. Demarest Avenue, Bergenfield, New Jersey 07621

This property is conveyed subject to easements, restrictions of record, such facts as may be disclosed by an accurate survey and zoning ordinances and other governments/regulations affecting the property and its use.

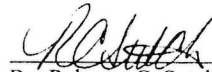
BEING, the same premises conveyed to the within Grantor by deed from the Sheriff of Bergen dated 07/18/2016, recorded on 11/18/2016, as instrument # 16-088707, in Deed Book 02439, Page 0533-0544, in the Bergen County Clerk's Office.

THE POWER OF ATTORNEY WAS PREVIOUSLY RECORDED IN THE BERGEN COUNTY CLERK'S OFFICE ON 08/11/2014 IN BOOK 1726, ON PAGE 330.

Promises by Grantor. The Grantor promises that the Grantor has done no act to encumber the property. This promise is called a "covenant as to grantor's acts" (N.J.S.A. 46:4-6). This promise means that the Grantor has not allowed anyone else to obtain any legal rights which affect the property (such as by making a mortgage or allowing a judgment to be entered against the Grantor).

Signatures. The Grantor signs this Deed as of the date at the top of the first page.

ATTESTED BY:


By: Rebecca C. Sutch, Witness

FEDERAL HOME LOAN MORTGAGE
CORPORATION, By Its Attorney-In-Fact,
Fein, Such, Kahn & Shepard P.C.


By: ERIC S. KAPNICK, ESQ.

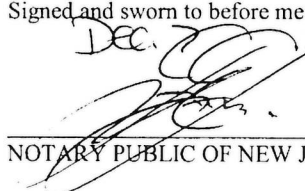
FEIN, SUCH, KAHN, & SHEPARD, PC
ATTORNEYS IN FACT FOR
FEDERAL HOME LOAN MORTGAGE
CORPORATION
BY ERIC S. KAPNICK, ESQ.

STATE OF NEW JERSEY, COUNTY OF MORRIS, SS:

I CERTIFY, that on December 7th, 2016, ATTORNEY, ERIC S. KAPNICK, ESQ., personally came before me and acknowledged under oath, to my satisfaction that:

- (a) this person is the Attorney-In-Fact of Federal Home Loan Mortgage Corporation, the corporation in this Deed;
- (b) this person executed this deed as his own act as Attorney-In-Fact for Federal Home Loan Mortgage Corporation
- (c) the full and actual consideration paid or to be paid for the transfer of title is \$129,900.00 (such consideration is defined in N.J.S.A. 46:15-5)

Signed and sworn to before me on
Dec. 7, 2016


NOTARY PUBLIC OF NEW JERSEY

FRANK E. FERRUGGIA, JR.
ATTORNEY AT LAW
STATE OF NEW JERSEY

DEED	
FEDERAL HOME LOAN MORTGAGE CORPORATION,	Dated: 12/7, 2016
	Record and Return to:
Grantor.	RECORD AND RETURN TO:
TO	FORTUNE TITLE AGENCY, INC.
	39 WOODLAND ROAD
	ROSELAND, NJ 07068
OU WANG,	294456 FT-1
Grantee.	



State of New Jersey

GIT/REP-3
(9-2015)**SELLER'S RESIDENCY CERTIFICATION/EXEMPTION**

(Please Print or Type)

SELLER'S INFORMATION

Name(s)

FEDERAL HOME LOAN MORTGAGE CORPORATION

Current Street Address

5000 PLANO PARKWAY

City, Town, Post Office Box

CARROLLTON

State

TX

Zip Code

75010

PROPERTY INFORMATION

Block(s)

107.01

Lot(s)

25

Qualifier

Street Address

42 S. Demarest Avenue

City, Town, Post Office Box

Bergenfield

State

NJ

Zip Code

07621

Seller's Percentage of Ownership

100%

Total Consideration

\$129,900.00

Owner's Share of Consideration

\$129,900.00 -

Closing Date

12/9/16

SELLER'S ASSURANCES (Check the Appropriate Box) (Boxes 2 through 14 apply to Residents and Nonresidents)

1. ☐ Seller is a resident taxpayer (individual, estate, or trust) of the State of New Jersey pursuant to the New Jersey Gross Income Tax Act, will file a resident gross income tax return, and will pay any applicable taxes on any gain or income from the disposition of this property.
2. ☐ The real property sold or transferred is used exclusively as a principal residence as defined in 26 U.S. Code section 121.
3. ☐ Seller is a mortgagor conveying the mortgaged property to a mortgagee in foreclosure or in a transfer in lieu of foreclosure with no additional consideration.
4. ☒ Seller, transferor, or transferee is an agency or authority of the United States of America, an agency or authority of the State of New Jersey, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, or a private mortgage insurance company.
5. ☐ Seller is not an individual, estate, or trust and is not required to make an estimated gross income tax payment.
6. ☐ The total consideration for the property is \$1,000 or less so the seller is not required to make an estimated income tax payment.
7. ☐ The gain from the sale is not recognized for federal income tax purposes under 26 U.S. Code section 721, 1031, or 1033 (CIRCLE THE APPLICABLE SECTION). If the indicated section does not ultimately apply to this transaction, the seller acknowledges the obligation to file a New Jersey income tax return for the year of the sale and report the recognized gain.
☐ Seller did not receive non-like kind property.
8. ☐ The real property is being transferred by an executor or administrator of a decedent to a devisee or heir to effect distribution of the decedent's estate in accordance with the provisions of the decedent's will or the intestate laws of this State.
9. ☐ The real property being sold is subject to a short sale instituted by the mortgagee, whereby the seller agreed not to receive any proceeds from the sale and the mortgagee will receive all proceeds paying off an agreed amount of the mortgage.
10. ☐ The deed is dated prior to August 1, 2004, and was not previously recorded.
11. ☐ The real property is being transferred under a relocation company transaction where a trustee of the relocation company buys the property from the seller and then sells the house to a third party buyer for the same price.
12. ☐ The real property is being transferred between spouses or incident to a divorce decree or property settlement agreement under 26 U.S. Code section 1041.
13. ☐ The property transferred is a cemetery plot.
14. ☐ The seller is not receiving net proceeds from the sale. Net proceeds from the sale means the net amount due to the seller on the settlement sheet.

SELLER'S DECLARATION

The undersigned understands that this declaration and its contents may be disclosed or provided to the New Jersey Division of Taxation and that any false statement contained herein may be punished by fine, imprisonment, or both. I furthermore declare that I have examined this declaration and, to the best of my knowledge and belief, it is true, correct and complete. By checking this box ☐ I certify that a Power of Attorney to represent the seller(s) has been previously recorded or is being recorded simultaneously with the deed to which this form is attached.

12/7/16
Date

 Signature
 (Seller) Please indicate if Power of Attorney

 FEIN, SUCH, KAHN, & SHEPARD, PC
 ATTORNEYS IN FACT FOR
 FEDERAL HOME LOAN MORTGAGE
 CORPORATION
 BY ERIC S. KAPNICK, ESQ.

Date

 Signature
 (Seller) Please indicate if Power of Attorney or Attorney in Fact

RTF-1 (Rev. 7/14/10)
MUST SUBMIT IN DUPLICATE

STATE OF NEW JERSEY
AFFIDAVIT OF CONSIDERATION FOR USE BY SELLER

(Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006) (N.J.S.A. 46:15-5 et seq.)

BEFORE COMPLETING THIS AFFIDAVIT, PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THIS FORM.

STATE OF NEW JERSEY

COUNTY

BERGEN

SS. County Municipal Code
0203

FOR RECORDER'S USE ONLY

Consideration \$
RTF paid by seller \$
Date By

MUNICIPALITY OF PROPERTY LOCATION Borough of Bergenfield

*Use symbol "C" to indicate that fee is exclusively for county use.

(1) **PARTY OR LEGAL REPRESENTATIVE** (Instructions #3 and #4 on reverse side)

Deponent, ERIC S. KAPNICK, ESQ., being duly sworn according to law upon his/her oath,
(Name)
deposes and says that he/she is the LEGAL REPRESENTATIVE in a deed dated 12/7/16 transferring
(Grantor, Legal Representative, Corporate Officer, Officer of Title Company, Lending Institution, etc.)

real property identified as Block number 107.01 Lot number 25 located at
42 S. Demarest Avenue, Bergenfield, NJ 07621 and annexed thereto.
(Street Address, Town)

(2) **CONSIDERATION** \$ 129,900.00 (Instructions #1 and #5 on reverse side) ☐ no prior mortgage to which property is subject.

(3) Property transferred is Class 4A 4B 4C (circle one). If property transferred is Class 4A, calculation in Section 3A below is required.

(3A) **REQUIRED CALCULATION OF EQUALIZED VALUATION FOR ALL CLASS 4A (COMMERCIAL) PROPERTY TRANSACTIONS:**
(Instructions #5A and #7 on reverse side)

Total Assessed Valuation + Director's Ratio = Equalized Assessed Valuation

\$ _____ + _____ % = \$ _____

If Director's Ratio is less than 100%, the equalized valuation will be an amount greater than the assessed value. If Director's Ratio is equal to or in excess of 100%, the assessed value will be equal to the equalized valuation.

(4) **FULL EXEMPTION FROM FEE** (Instruction #8 on reverse side)

Deponent states that this deed transaction is fully exempt from the Realty Transfer Fee imposed by C. 49, P.L. 1968, as amended through C. 66, P.L. 2004, for the following reason(s). Mere reference to exemption symbol is insufficient. Explain in detail.

(B) By or to the United States of America, this State, or any instrumentality, agency, or subdivision

(5) **PARTIAL EXEMPTION FROM FEE** (Instruction #9 on reverse side)

NOTE: All boxes below apply to grantor(s) only. **ALL BOXES IN APPROPRIATE CATEGORY MUST BE CHECKED.** Failure to do so will void claim for partial exemption. Deponent claims that this deed transaction is exempt from State portions of the Basic, Supplemental, and General Purpose Fees, as applicable, imposed by C. 176, P.L. 1975, C. 113, P.L. 2004, and C. 66, P.L. 2004 for the following reason(s):

- A. **SENIOR CITIZEN** Grantor(s) ☐ 62 years of age or over. * (Instruction #9 on reverse side for A or B)
- B. **BLIND PERSON** Grantor(s) ☐ legally blind or: *
- DISABLED PERSON** Grantor(s) ☐ permanently and totally disabled ☐ receiving disability payments ☐ not gainfully employed*
- Senior citizens, blind persons, or disabled persons must also meet **all of the following** criteria:
- ☐ Owned and occupied by grantor(s) at time of sale. ☐ Resident of State of New Jersey.
- ☐ One or two-family residential premises. ☐ Owners as joint tenants must all qualify.

*IN CASE OF HUSBAND AND WIFE, PARTNERS IN A CIVIL UNION COUPLE, ONLY ONE GRANTOR NEED QUALIFY IF TENANTS BY THE ENTIRETY.

C. **LOW AND MODERATE INCOME HOUSING** (Instruction #9 on reverse side)

- ☐ Affordable according to H.U.D. standards. ☐ Reserved for occupancy.
- ☐ Meets income requirements of region. ☐ Subject to resale controls.

(6) **NEW CONSTRUCTION** (Instructions #2, #10, #12 on reverse side)

- ☐ Entirely new improvement. ☐ Not previously occupied.
- ☐ Not previously used for any purpose. ☐ "NEW CONSTRUCTION" printed clearly at top of first page of the deed.

(7) **RELATED LEGAL ENTITIES TO LEGAL ENTITIES** (Instructions #5, #12, #14 on reverse side)

- ☐ No prior mortgage assumed or to which property is subject at time of sale.
- ☐ No contributions to capital by either grantor or grantee legal entity.
- ☐ No stock or money exchanged by or between grantor or grantee legal entities.

(8) Deponent makes this Affidavit to induce county clerk or register of deeds to record the deed and accept the deed with in accordance with the provisions of Chapter 49, P.L. 1968, as amended through Chapter 33, P.L. 2006.

Subscribed and sworn to before me
this _____ day of _____, 2016

FRANK E. FERRUGIA, JR.
ATTORNEY AT LAW
STATE OF NEW JERSEY

Signature of Deponent
7 CENTURY DR. PARSIPPANY,
Deponent Address
XXX-XXX- 7 8 6
Last three digits in Grantor's Social Security Number

FEIN, SUCH, KAHN, & SHEPARD, PC
ATTORNEYS IN FACT FOR
FEDERAL HOME LOAN MORTGAGE
CORPORATION
BY ERIC S. KAPNICK, ESQ.
Grantor Name
5000 Plano Parkway, Carrollton, TX
Grantor Address at Time of Sale

Name/Company of Settlement Officer

FOR OFFICIAL USE ONLY

Instrument Number _____ County _____

Deed Number _____ Book _____ Page _____

Deed Dated _____ Date Recorded _____

County recording officers shall forward one copy of each RTF-1 form when Section 3A is completed to:

STATE OF NEW JERSEY
PO BOX 251

TRENTON, NJ 08695-0251
ATTENTION: REALTY TRANSFER FEE UNIT

The Director of the Division of Taxation in the Department of the Treasury has prescribed this form as required by law, and it may not be altered or amended without prior approval of the Director. For information on the Realty Transfer Fee or to print a copy of this Affidavit, visit the Division's website at:
www.state.nj.us/treasury/taxation/lpt/localtax.shtml

EXHIBIT C

Case Summary

Case Number: BER L-006823-23**Case Caption:** Zisa Thomas Vs Wells Fargo Home Mor Tgage**Court:** Civil Part**Venue:** Bergen**Case Initiation Date:** 12/20/2023**Case Type:** Contract/Commercial Transaction**Case Status:** Active**Jury Demand:** None**Case Track:** 2**Judge:** David V Nasta**Team:** 3**Original Discovery End Date:****Current Discovery End Date:****# of DED Extensions:** 0**Original Arbitration Date:****Current Arbitration Date:****# of Arb Adjournments:** 0**Original Trial Date:****Current Trial Date:****# of Trial Date Adjournments:** 0**Disposition Date:****Case Disposition:** Open**Statewide Lien:**

Plaintiffs

Dawn Doherty**Party Description:** Individual**Attorney Name:** Thomas M Zisa**Address Line 1:** 27 Woods Ave**Address Line 2:** 2Nd Floor**Attorney Bar ID:** 038501983**City:** Bergenfield**State:** NJ**Zip:** 07621**Phone:****Attorney Email:** tzisaesq@aol.com

Petitioners

Thomas M Zisa**Party Description:** Attorney**Attorney Name:** Thomas M Zisa**Address Line 1:** 11 Atlantic Street**Address Line 2:****Attorney Bar ID:** 038501983**City:** Hackensack**State:** NJ**Zip:** 07601**Phone:** (201) 587-1957**Attorney Email:** tzisaesq@aol.com

Defendants

Wells Fargo Home Mortgage**Party Description:** Bank**Attorney Name:** Greyson K Van Dyke**Address Line 1:** 1 Johnson Ave**Address Line 2:****Attorney Bar ID:** 275552018**City:** Hackensack**State:** NJ**Zip:** 07601**Phone:****Attorney Email:** GVANDYKE@REEDSMITH.COM

Case Proceeding

Created Date	Actual Time	Court Room	Judge Name	Proceeding Description	Motion Type	Proceeding Status	Motion Status
02/02/2024	09:00	REMO T	DAVID V NASTA	MOTION HEARING	MOTION CORRECTING CLERICAL ERROR	PENDING	PG

Case Actions

Filed Date	Docket Text	Transaction ID	Entry Date
12/20/2023	Complaint for BER-L-006823-23 submitted by ZISA, THOMAS M, THOMAS M. ZISA on behalf of THOMAS M ZISA, DAWN DOHERTY against WELLS FARGO HOME MORTGAGE	LCV20233679018	12/20/2023
12/21/2023	TRACK ASSIGNMENT Notice submitted by Case Management	LCV20233685619	12/21/2023
12/27/2023	DEFICIENCY NOTICE: re: Complaint [LCV20233679018] -Data Submitted Does Not Match Documents - Attorney was entered as a plaintiff upon entry. A motion to Correct Meta Data is required to delete. Two defendants and all fictitious parties are named but were not entered.	LCV20233717374	12/27/2023
01/03/2024	NOTICE OF APPEARANCE - FIRST PLEADING submitted by VAN DYKE, GREYSON, K of REED SMITH LLP on behalf of WELLS FARGO HOME MORTGAGE against DAWN DOHERTY	LCV202424879	01/03/2024
01/05/2024	MOTION CORRECTING CLERICAL ERROR submitted by ZISA, THOMAS, M of THOMAS M. ZISA on behalf of DAWN DOHERTY against WELLS FARGO HOME MORTGAGE	LCV202448348	01/05/2024
01/08/2024	The motion filed on 01/05/2024 will be decided on 02/02/2024. Do not come to the courthouse because no oral argument has been requested. The court's decision will be provided to you. Re: MOTION CORRECTING CLERICAL ERROR [LCV202448348]	LCV202458936	01/08/2024